

<b>INFORMATION TO OFFERORS OR QUOTERS</b> <b>SECTION A - COVER SHEET</b>			<i>Form Approved</i> <i>OMB No. 9000-0002</i> <i>Expires Oct 31, 2004</i>						
The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.									
<b>PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.</b>									
<b>1. SOLICITATION NUMBER</b>  <b>FA8625-04-R-6451</b>	<b>2. (X one)</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> <td>a. INVITATION FOR BID (IFB)</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>b. REQUEST FOR PROPOSAL (RFP)</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>c. REQUEST FOR QUOTATION (RFQ)</td> </tr> </table>	<input type="checkbox"/>	a. INVITATION FOR BID (IFB)	<input checked="" type="checkbox"/>	b. REQUEST FOR PROPOSAL (RFP)	<input type="checkbox"/>	c. REQUEST FOR QUOTATION (RFQ)	<b>3. DATE/TIME RESPONSE DUE</b>	
<input type="checkbox"/>	a. INVITATION FOR BID (IFB)								
<input checked="" type="checkbox"/>	b. REQUEST FOR PROPOSAL (RFP)								
<input type="checkbox"/>	c. REQUEST FOR QUOTATION (RFQ)								
<b>INSTRUCTIONS</b> <b>NOTE:</b> The provision entitled "Required Central Contractor Registration" applies to most solicitations  1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.  2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.  3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.  4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawal of Bids" or "Instructions to Offerors - Competitive Acquisition".									
<b>4. ISSUING OFFICE</b> <i>(Complete mailing address, including Zip Code)</i> USAF/AFMC AERONAUTICAL SYSTEMS CENTER (ASC) 2590 LOOP ROAD W, BLDG 558, RM 210 WRIGHT-PATTERSON AFB OH 45433-7142		<b>5. ITEMS TO BE PURCHASED</b> <i>(Brief description)</i>							
<b>6. PROCUREMENT INFORMATION</b> <i>(X and complete as applicable)</i>									
X	<b>a. THIS PROCUREMENT IS UNRESTRICTED</b>								
	<b>b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____</b>								
	<b>c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____</b>								
	<b>d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.</b>								
<b>7. ADDITIONAL INFORMATION</b>									
<b>8. POINT OF CONTACT FOR INFORMATION</b>									
<b>a. NAME</b> <i>(Last, First, Middle Initial)</i> CASEY A. MURPHY		<b>b. ADDRESS</b> <i>(Include Zip Code)</i>  See Block 4							
<b>c. TELEPHONE NUMBER</b> <i>(Include Area Code and Extension)</i> (937) 656-9493 X		<b>d. E-MAIL ADDRESS</b> casey.murphy@wpafb.af.mil							
<b>9. REASONS FOR NO RESPONSE</b> <i>(X all that apply)</i>									
	<b>a. CANNOT COMPLY WITH SPECIFICATIONS</b>		<b>d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED</b>						
	<b>b. UNABLE TO IDENTIFY THE ITEM(S)</b>		<b>e. OTHER</b> <i>(Specify)</i>						
	<b>c. CANNOT MEET DELIVERY REQUIREMENT</b>								
<b>10. MAILING LIST INFORMATION</b> <i>(X one)</i>									
WE	<input type="checkbox"/>	DO	DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.						
<b>11a. COMPANY NAME</b>		<b>b. ADDRESS</b> <i>(Include Zip Code)</i>							
<b>c. ACTION OFFICER</b>									
<b>(1) TYPED OR PRINTED NAME</b> <i>(Last, First, Middle Initial)</i>		<b>(2) TITLE</b>							
<b>(3) SIGNATURE</b>			<b>(4) DATE SIGNED</b> <i>(YYYYMMDD)</i>						

FOLD

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FOLD

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FROM

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER FA8625-04-R-6451	
DATE (YYYYMMDD)	LOCAL TIME

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➡		RATING DO-A7		PAGE OF PAGES 1 22	
2. CONTRACT NO.		3. SOLICITATION NO. FA8625-04-R-6451		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY ASC/GRK USAF/AFMC AERONAUTICAL SYSTEMS CENTER (ASC) 2590 LOOP ROAD W, BLDG 558, RM 210 WRIGHT-PATTERSON AFB OH 45433-7142 CASEY A. MURPHY (937) 656-9493 CASEY.MURPHY@WPAFB.AF.MIL				CODE FA8625		8. ADDRESS OFFER TO (If other than Item 7)			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
<b>SOLICITATION</b>									
9.									
10. FOR INFORMATION CALL: ➡		A. NAME See Block 7		B. TELEPHONE (Include area code) (NO COLLECT CALLS) See Block 7			C. E-MAIL ADDRESS See Block 7		
11. TABLE OF CONTENTS									
(√)	SEC.	DESCRIPTION		PAGE(S)	(√)	SEC.	DESCRIPTION		PAGE(S)
<i>PART I - THE SCHEDULE</i>					<i>PART II - CONTRACT CLAUSES</i>				
√	A	SOLICITATION/CONTRACT FORM		1	√	I	CONTRACT CLAUSES		16
√	B	SUPPLIES OR SERVICES AND PRICES/COSTS		2	<i>PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.</i>				
√	C	DESCRIPTION/SPECS./WORK STATEMENT		6	√	J	LIST OF ATTACHMENTS		22
√	D	PACKAGING AND MARKING		7	<i>PART IV - REPRESENTATIONS AND INSTRUCTIONS</i>				
√	E	INSPECTION AND ACCEPTANCE		8	√	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		K - 1
√	F	DELIVERIES OR PERFORMANCE		9	√	L	INSTRS, CONDS, AND NOTICES TO OFFERORS		L - 1
√	G	CONTRACT ADMINISTRATION DATA		11	√	M	EVALUATION FACTORS FOR AWARD		M - 1
√	H	SPECIAL CONTRACT REQUIREMENTS		12	√	M	EVALUATION FACTORS FOR AWARD		M - 1
<b>OFFER (Must be fully completed by offeror)</b>									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ➡		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %	
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:				AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>									
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡				ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE						25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001		1 Lot	
	<i>Noun:</i>	SYSTEM DESIGN AND DEVELOPMENT (SDD)	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	V - COST PLUS INCENTIVE FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	SOURCE	
0002		1 Lot	
	<i>Noun:</i>	SUPPORT EQUIPMENT	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	V - COST PLUS INCENTIVE FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	SOURCE	
0003		1 Lot	
	<i>Noun:</i>	DATA	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	V - COST PLUS INCENTIVE FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	SOURCE	
0004		1 Lot	
	<i>Noun:</i>	OVER AND ABOVE	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	Y - TIME AND MATERIALS	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	SOURCE	
0005		1 Lot	
	<i>Noun:</i>	TRAVEL	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	S - COST	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	SOURCE	

ITEM	SUPPLIES OR SERVICES	Qty	Unit Price
		Purch Unit	Total Item Amount
0006		1	
		Lot	
	<i>Noun:</i>	TEST/PREPRODUCTION UNITS	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	V - COST PLUS INCENTIVE FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
0007	<i>FOB:</i>	SOURCE	
	OPTION CLIN (supply)		
	<i>Noun:</i>	NEXGEN SHIPSET	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	V - COST PLUS INCENTIVE FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	SOURCE	

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**B036 CONTRACT TYPE: TIME-AND-MATERIALS (FEB 1997)**

(a) The Contractor shall furnish at the hourly rates stated below, all necessary and qualified personnel, managing and directing the same to complete CLIN(s) 0004 within the performance period specified in Section F. In performance of these CLIN(s), Contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates listed below for the identified labor categories.

CATEGORIES	HOURLY RATE
_____ (insert categories and hourly rate(s). Hourly rates should be shown for each category by Government Fiscal Year, Contractor Fiscal Year or by specific calendar periods)	

(b) For the purposes of the clause of this contract entitled "Payments Under Time-and-Material and Labor-Hour Contracts", the total ceiling price of the CLIN(s) specified in paragraph (a) above is \_\_\_\_\_.  
*Applies to Time-and-Materials CLIN(s) only.*

**B049 OPTIONS (APR 2000)**

The Government may require performance of the work required by CLIN(s) \_\_\_\_\_ (insert line items). The Contracting Officer shall provide written notice of intent to exercise this option to the Contractor on or before \_\_\_\_\_ (insert deadline for exercising option). If the Government exercises this option(s) by \_\_\_\_\_ (insert date, months after receipt of order, etc.), the Contractor shall perform at the estimated cost and fee, if applicable, set forth as follows:

\_\_\_\_\_ (Insert cost, fee, total, as applicable)

**B050 ALLOWABLE COST AND PAYMENT (COST CONTRACTS (NO FEE)) (SEP 1997)**

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

The total estimated cost of performance is \_\_\_\_\_

Applicable to following Line Items: 0005  
*Applies to Cost CLIN(s) only.*

**B054 IMPLEMENTATION OF LIMITATION OF FUNDS (FEB 2003)**

(a) The sum allotted to this contract and available for payment of costs under \_\_\_\_\_ (insert contract line items) through \_\_\_\_\_ (insert date) in accordance with the clause in Section I entitled "Limitation of Funds" is \_\_\_\_\_ (insert dollar amount).

(b) In addition to the amount allotted under the "Limitation of Funds" clause, the additional amount of \_\_\_\_\_ (insert dollar amount) is obligated for payment of fee for work completed under CLINs \_\_\_\_\_ (insert contract line items).  
*Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost CLIN(s) only.*

**B057 PAYMENT OF FEE (CPIF) (FEB 2003)**

The target cost and fee for this contract are shown below. The applicable target fee set forth below may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the contracting officer, it shall be paid as it accrues, in regular installments based upon the percentage of completion of work.

Target Cost \_\_\_\_  
Target Fee \_\_\_\_  
Maximum Fee \_\_\_\_  
Minimum Fee \_\_\_\_

Government \_\_\_\_  
Contractor \_\_\_\_

*Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s) only.*

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**C002 REFERENCE TO SPECIFIC PARAGRAPHS OF THE STATEMENT OF WORK (MAY 1997)**

Reference to specific paragraphs of the Statement of Work (SOW) indicates only where the CLIN/SubCLIN requirement is principally described and does not absolve the Contractor from the requirement to comply with the contractual provisions applicable to those CLINs/SubCLINs.

**C003 INCORPORATED DOCUMENTS/REQUIREMENTS (APR 1998)**

\_\_\_\_\_ (insert incorporated documents/requirements)



**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT  
CONTRACT CLAUSES**

5352.247-9009 MILITARY PACKAGING AND MARKING (AFMC) (AUG 2002)  
Current edition. '10 MAY 2002'  
Current edition. '15 DEC 2002'  
5352.247-9013 PACKAGING DATA (AFMC) (AUG 2002)  
Current edition. '????'  
Current edition. '????'  
Current edition. '????'

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.246-03 INSPECTION OF SUPPLIES -- COST-REIMBURSEMENT (MAY 2001)  
52.246-08 INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT (MAY 2001)  
52.246-09 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)  
52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**E005 INSPECTION AND ACCEPTANCE (MAR 1998)**

a. Line Item 0001 - The \_\_\_\_\_ (fill in deliverable) shall be delivered F.O.B. Destination on a DD Form 250, Material Inspection and Receiving Report. Inspection and acceptance shall be performed at the \_\_\_\_\_ (add Air Force Research Laboratory with the appropriate office symbol and address).\*

b. Line Item 0002 - The data shall be delivered F.O.B. Destination to the office(s) specified in Block 14 of Exhibit A, DD Form 1423, and inspected and accepted at the \_\_\_\_\_ (add Air Force Research Laboratory with the appropriate office symbol and address).

c. Line Item 0003 - The software shall be delivered F.O.B. Destination to the office(s) specified in Block 14 of Exhibit B, DD Form 1423, and inspected and accepted at the \_\_\_\_\_ (add Air Force Research Laboratory with the appropriate office symbol and address).

d. The Contractor shall prepare and submit a final DD Form 250, Material Inspection and Receiving Report, on a one-time basis, collectively accounting for all completed items called for under Exhibits A and B, which called for submission of data or software with a letter of transmittal. The DD Form 250 shall be submitted with the last item required to be delivered.

\* Only address Line Item 0001 if there is a deliverable under this Line Item.

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1	U			ASREQ
	<i>Noun:</i>	SYSTEM DESIGN AND DEVELOPMENT (SDD)				
0002		1	U			ASREQ
	<i>Noun:</i>	SUPPORT EQUIPMENT				
0003		1	U			ASREQ
	<i>Noun:</i>	DATA				
0004		1	U			ASREQ
	<i>Noun:</i>	OVER AND ABOVE				
0005		1	U			ASREQ
	<i>Noun:</i>	TRAVEL				
0006		1	U			ASREQ
	<i>Noun:</i>	TEST/PREPRODUCTION UNITS				

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.242-15 STOP-WORK ORDER (AUG 1989)  
*Applies to Time-and-Materials CLIN(s) only.*  
52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)  
*Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost CLIN(s) only.*  
52.247-29 F.O.B. ORIGIN (JUN 1988)  
52.247-62 SPECIFIC QUANTITIES UNKNOWN (APR 1984)  
Para (a), Estimated Qty/Destination '????'  
52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT -- SMALL PACKAGE SHIPMENTS (JAN 1991)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**F001 OPTION CLIN PERFORMANCE PERIOD(S) (FEB 1998)**

The respective performance period(s) for option(s) identified in Section B is as follows:

CLIN Number	Period of Performance
_____	(insert line item and period of performance)

**F002 PERIOD OF PERFORMANCE (FEB 1997)**

Period of performance under this contract shall be May 2004-Dec2006.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**G014 IMPLEMENTATION OF PATENT RIGHTS CLAUSE (SEP 1999)**

All documents and information required by the patent rights and/or patent reporting clauses set forth in Section I of this contract shall be submitted to the Administrative Contracting Officer and to \_\_\_\_\_ (insert address of local legal office)

The \_\_\_\_\_ (insert office symbol of patent administrator) patent administrator can be reached at \_\_\_\_\_ (insert telephone number of patent administrator)

This notice also constitutes a request (see FAR 52.227-12(f)(10) or DFARS 252.227-7039(c), as applicable) for submission of a copy of the patent application, when filed, along with the patent application serial number, filing date, subsequent U.S. patent number and issue date, as received.

**G018 CONTRACT HOLIDAYS (FEB 2003)**

(a) The prices/costs in Section B of the contract include holiday observances; accordingly, the Government will not be billed for such holidays, except when services are required by the Government and are actually performed on a holiday. Holidays in addition to those reflected in this contract, which are designated by the Government, will be billable provided the assigned Contractor employee was available for performance and was precluded from such performance.

(b) The following days are contract holidays: \_\_\_\_\_ (insert holidays)

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**H001 OPTIONS (MAY 1997)**

The Government reserves the right to exercise the following option(s) subject to the stated conditions. In the event an option is exercised, the affected sections of the contract, e.g., Section B, Section F, Section G, etc., will be modified as appropriate.

**H025 INCORPORATION OF SECTION K (OCT 1998)**

Section K of the solicitation is hereby incorporated by reference.

**H029 IMPLEMENTATION OF DISCLOSURE OF INFORMATION (OCT 1997)**

In order to comply with DFARS 252.204-7000, Disclosure of Information, the following copies of the information to be released are required at least 45 days prior to the scheduled release date:

- (a) \_\_\_\_\_ (insert number of copies) copy(ies) to: Office of Public Affairs, \_\_\_\_\_ (address)
- (b) 1 copy(ies) to: Contracting Officer, 2590 Loop Road West, Bldg 558  
Wright-Patterson AFB OH 45433
- (c) 1 copy(ies) to: Program Manager, 2590 Loop Road West, Bldg 558  
Wright-Patterson AFB OH 45433.

**H033 SOLICITATION NUMBER (APR 1998)**

Solicitation Number: FA8625-04-R-6451

**H040 ASSOCIATE CONTRACTOR AGREEMENTS (FEB 2003) (TAILORED)**

(a) The Contractor shall enter into Associate Contractor Agreements (ACA) for any portion of the contract requiring joint participation in the accomplishment of the Government's requirement. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the integration of the LAIRCM Next Generation Missile Warning Subsystem (insert name of the program or project) which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract. Associate Contractors are listed in (h) below.

- (b) ACAs shall include the following general information:
  - (1) Identify the associate contractors and their relationships.
  - (2) Identify the program involved and the relevant Government contracts of the associate  
Contractors.
  - (3) Describe the associate contractor interfaces by general subject matter.
  - (4) Specify the categories of information to be exchanged or support to be provided.
  - (5) Include the expiration date (or event) of the ACA.

(6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.

(c) A copy of such agreement shall be provided to the Contracting Officer for review before execution of the document by the cooperating contractors.

(d) Nothing in the foregoing shall affect compliance with the requirements of the clause at 5352.209-9002, Organizational Conflict of Interest.

(e) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor.

(f) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

(g) All costs associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of this contract.

(h) The following contractors are associate contractors with whom agreements are required:

CONTRACTOR	ADDRESS	PROGRAM/CONTRACT
Northrop Grumman	- LAIRCM prime contractor	
Boeing Company	- C-17 LAIRCM installation	
Northrop Grumman	- C-130 LAIRCM installation	

#### **H047 TRAVEL (FEB 2003)**

(a) The Contractor may be required to travel within the contiguous United States and overseas. The Contractor may be required to travel by Government-provided transportation. Travel requirements will be reimbursed by separate voucher and must be approved in advance by the Contracting Officer. Travel requirements will be identified, proposed, and negotiated in individual task orders on a cost-reimbursement basis. Billable travel costs are air fare, ground transportation, and per diem costs, not labor hours. The Contractor shall be responsible for obtaining any passports or visas and making travel arrangements to and from any CONUS location.

(1) Per diem, air fare, and all other allowable travel costs shall be reimbursed in accordance with the Federal Acquisition Regulation. All travel within overseas areas shall be approved in advance by the Contracting Officer.

(2) The Government may provide travel to and from overseas work sites via Air Mobility Command (AMC) flights, if available. AMC travel fees may be Contractor-paid and invoiced to the Government. The Government will be responsible for obtaining travel clearances and issuance of any required special orders.

(b) Use of AMC transportation shall be approved in advance by the Contracting Officer or designee. Orders authorizing AMC travel will specify the Contractor's Customer Identification Code (CIC). If the Contractor does not have CIC number, the orders will state "special account handling: billing for AMC transportation will be forwarded to \_\_\_\_ (insert Contractor's address)." Use of AMC transportation is subject to availability.

(c) The travel CLIN is intended to pay for travel occurring at the direction of the Government, performed in conjunction with a specific trip authorized in a task order. Travel by clerical support personnel shall be approved in advance by the Contracting Officer.

#### **H055 INSURANCE CLAUSE IMPLEMENTATION (FEB 2003)**

The Contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified by FAR 28.307-2, Liability, and contemplated by FAR 52.228-5, Insurance--Work on a Government Installation, and/or 52.228-7, Insurance--Liability to Third Persons.

*Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost CLIN(s) only.*

#### **H063 CONTRACTOR IDENTIFICATION (FEB 2003)**

(a) Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) Contractor-occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

#### **H081 INCORPORATION OF SUBCONTRACTING PLAN (FEB 2003)**

In accordance with FAR 52.219-9, Small Business Subcontracting Plan, the subcontracting plan contained in \_\_\_\_ (insert proposal number or contract number) dated \_\_\_\_ (insert date) is incorporated herein by reference. The small business goal is \_\_\_\_ (insert goal percentage). The veteran-owned small business goal is \_\_\_\_ (insert goal percentage). The service-disabled veteran-owned small business goal is \_\_\_\_ (insert goal percentage). The HUBzone small business goal is \_\_\_\_ (insert goal percentage). The small disadvantaged business goal is \_\_\_\_ (insert goal percentage). The women-owned small business goal is \_\_\_\_ (insert goal percentage).

#### **H082 SUBMISSION OF SUBCONTRACTING PLAN (FEB 2003)**

In accordance with FAR 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, the Contract's preliminary Subcontracting Plan \_\_\_\_ (insert the number or title of the plan ) dated \_\_\_\_ (insert date), has been approved and is incorporated herein by reference. The final plan meeting the minimum requirements of FAR 19.704, Subcontracting plan requirements, must be submitted in sufficient time to permit negotiations thereof within 90 days, or before definitization, whichever occurs first.

#### **H083 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (FEB 2003)**

In accordance with DFARS 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, the Contractor's Comprehensive Subcontracting Plan dated \_\_\_\_ (insert date) and its successors is herein incorporated by reference.

#### **H092 REQUIREMENTS - SPECIAL CONTRACT PROVISION CLAUSE (DEC 2003)**

To provide the greatest flexibility to the Government acquisition process the contractor shall:

1. Routinely monitor and provide written status for component-level DMS surveillance of new and redesigned equipment procured under this contract on a no less than quarterly basis.
2. Include requirements in purchase orders and commodity agreements for suppliers to notify the contractor of any pending or future action to discontinue purchased items.
3. Provide written notification to the Government of validated DMS issues stating:
  - a. The impact that the DMS issue has to the program, the level of the DMS solution and the detailed resolution plan.
  - b. Provide the best course of action recommendations and alternatives, including but not limited to qualification of an alternate source: one-time inventory buy-out; interim buy and future redesign; substitution of commercial part or modification of performance requirements. Depending on the impact of the recommended solution, the contractor may also recommend elevating the matter to a Level 3 DMS issue. Government concurrence is required to elevate the resolution to a Level 3 solution. In addition, the Government also reserves the right to recommend an alternate Level 3 DMS solution.



c. Based on Government concurrence with a Level 3 DMS resolution and a Request-for-Proposal (RFP) for same, the Contractor shall submit a proposal as soon as possible.

d. The Government will modify the contract according to the Changes Clause.

4. The Contractor shall provide written notification to the Government of Life-of-Type (LOT) buy DMS recommendations.

a. The Government will either concur or non-concur with the recommended resolution. The Government reserves the right to recommend an alternate DMS resolution.

b. Based on the Government's request for proposal, the Contractor shall submit a proposal as soon as possible.

c. The Government will modify the contract according to the Change's Clause.

**Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:**

**Database\_Version: 5.5.x.200; Issued: 1/5/2004; Clauses: ; FAR: FAC 2001-17; DFAR: DCN20031215; DL: DL 98-021; Class Deviations: CD 2003o0003; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 02-02; AFAC: AFAC 2003-1105; IPN: 98-009**

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.202-01	DEFINITIONS (DEC 2001)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
52.204-02	SECURITY REQUIREMENTS (AUG 1996)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-05	MATERIAL REQUIREMENTS (AUG 2000)
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-09	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE III (OCT 1997) Alt III, Para (c), Submit the cost portion of the proposal via the following electronic media: '????'
52.216-07	ALLOWABLE COST AND PAYMENT (DEC 2002) <i>Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost CLIN(s) only.</i>
52.216-10	INCENTIVE FEE (MAR 1997) Para (e)(1), The fee payable under this contract shall be the target fee increased by the cents stated for every dollar that the total allowable cost is less than the target cost: '????' Para (e)(1), The fee payable under this contract shall be the target fee decreased by the cents stated for every dollar that the total allowable cost exceeds the target cost: '????' Para (e)(1), Percent is '????' Para (e)(1) Percentage is '????' <i>Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s) only.</i>
52.216-11	COST CONTRACT -- NO FEE (APR 1984)

	<i>Applies to Cost CLIN(s) only.</i>
52.219-04	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 2003) Para (b)(1), Percentage '????'
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING (OCT 1999)
52.219-26	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--INCENTIVE SUBCONTRACTING (OCT 2000) Para (b), C.O. inserts appropriate percentage. '????'
52.222-02	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Para (a), Dollar amount is '????'
	<i>Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost CLIN(s) only.</i>
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (SEP 2002)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-11	OZONE-DEPLETING SUBSTANCES (MAY 2001)
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.224-01	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-02	PRIVACY ACT (APR 1984)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION) (JUN 2003)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995) - ALTERNATE I (APR 1984)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-10	FILING OF PATENT APPLICATIONS -- CLASSIFIED SUBJECT MATTER (APR 1984)
52.227-11	PATENT RIGHTS -- RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997) Para (l), Communications: '????'
52.228-07	INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996) <i>Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost CLIN(s) only.</i>
52.230-02	COST ACCOUNTING STANDARDS (APR 1998)
52.230-06	ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
52.232-07	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002) <i>Applies to Time-and-Materials CLIN(s) only.</i>
52.232-17	INTEREST (JUN 1996)
52.232-22	LIMITATION OF FUNDS (APR 1984) <i>Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost CLIN(s) only.</i>
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

52.233-01	DISPUTES (JUL 2002)
52.233-03	PROTEST AFTER AWARD (AUG 1996) <i>Applies to Time-and-Materials CLIN(s) only.</i>
52.233-03	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985) <i>Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost CLIN(s) only.</i>
52.237-02	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
52.242-01	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984) <i>Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost CLIN(s) only.</i>
52.242-03	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-04	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-12	REPORT OF SHIPMENT (REPSHIP) (JUN 2003)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-02	CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE V (APR 1984) <i>Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost CLIN(s) only.</i>
52.243-03	CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000) <i>Applies to Time-and-Materials CLIN(s) only.</i>
52.243-07	NOTIFICATION OF CHANGES (APR 1984) Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days' Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'
52.244-02	SUBCONTRACTS (AUG 1998) Para (e), approval required on subcontracts to: '????' Para (k), Insert subcontracts evaluated during negotiations. '????' <i>Applies to Time-and-Materials CLIN(s) only.</i>
52.244-02	SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998) Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: '????' Para (k), Insert subcontracts which were evaluated during negotiations: '????' <i>Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost CLIN(s) only.</i>
52.244-05	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)
52.245-01	PROPERTY RECORDS (APR 1984)
52.245-05	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JUN 2003)
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984) <i>Applies to Time-and-Materials CLIN(s) only.</i>
52.246-24	LIMITATION OF LIABILITY -- HIGH-VALUE ITEMS (FEB 1997)
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997) <i>Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost CLIN(s) only.</i>
52.249-06	TERMINATION (COST-REIMBURSEMENT) (SEP 1996) <i>Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost CLIN(s) only.</i>
52.249-06	TERMINATION (COST-REIMBURSEMENT) (SEP 1996) - ALTERNATE IV (SEP 1996) <i>Applies to Time-and-Materials CLIN(s) only.</i>
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

## **B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE- CONTRACT-RELATED FELONIES (MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004	ALTERNATE A (NOV 2003)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)  
252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)  
252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT- FURNISHED MATERIAL (DEC 1991)  
Para (b), Precious Metal, Quantity, Deliverable Item (NSN and Nomenclature): '?????'  
252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)  
252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)  
252.211-7003 ITEM IDENTIFICATION AND VALUATION (JAN 2004)  
Para (c)(1)(ii). List of Contract Line, Subline, or Exhibit Line Item Nr and Item Description. '?????'  
Para (c)(1)(iii). Exhibit Nr. or N/A. '?????'  
Para (c)(1)(iii). CDRL Item Nr. or N/A. '?????'  
252.215-7000 PRICING ADJUSTMENTS (DEC 1991)  
252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)  
252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)  
252.223-7001 HAZARD WARNING LABELS (DEC 1991)  
252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)  
252.223-7003 CHANGE IN PLACE OF PERFORMANCE -- AMMUNITION AND EXPLOSIVES (DEC 1991)  
252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)  
252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)  
252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)  
Nomenclature, National Stock Number, Sensitivity Category: '?????'  
252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)  
252.225-7004 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003)  
252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003)  
252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR 2003)  
252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR 2003) - ALTERNATE I (APR 2003)  
252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (APR 2003)  
252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)  
252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003)  
252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)  
252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)  
252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)  
252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JUN 1995)  
252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)  
252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)  
252.227-7034 PATENTS--SUBCONTRACTS (APR 1984)  
252.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)  
252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)  
252.227-7039 PATENTS--REPORTING OF SUBJECT INVENTIONS (APR 1990)  
252.228-7002 AIRCRAFT FLIGHT RISK (SEP 1996)  
*Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost CLIN(s) only.*  
252.229-7001 TAX RELIEF (JUN 1997)  
252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)  
252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (DEC 2003)

- 252.232-7006 ALTERNATE A (DEC 2003)  
*Applies to Time-and-Materials CLIN(s) only.*
- 252.234-7001 EARNED VALUE MANAGEMENT SYSTEM (MAR 1998)  
Para (f), Subcontractors selected for application of EVMS: '????'
- 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)  
Para (a), name of contracting agency(ies): 'United States Air Force'  
Para (a), contract number(s): 'F33657-03-R-0000'  
Para (b), name of contracting agency(ies): 'United States Air Force'
- 252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (SEP 1999)
- 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)
- 252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000)
- 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)
- 252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)
- 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

#### **C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

- 5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS (APR 2003)
- 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003)  
Para (c), List of Class I ODSs. '????'
- 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)
- 5352.223-9003 ENHANCED SECURITY OF PRODUCTS (NOV 2002)  
Line item number(s). '????'  
Identify where security requirements are specified; i.e., SOW, '????'
- 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002)  
Para (b), Any additional requirements to comply with local security procedures '????'

#### **D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

- 5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997) - ALTERNATE I (JUL 1997)
- 5352.227-9002 VISIT REQUESTS BY FOREIGN-OWNED OR CONTROLLED FIRMS (AFMC) (JUL 1997)
- 5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997) - ALTERNATE I (JUL 1997) - ALTERNATE II (JUL 1997)  
Para (e), List of Installations '????'  
para (f), list of support items '????'
- 5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997)  
Para (e), List Installations '????'  
Para (f), List Support Items '????'

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

#### **FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

##### **52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)**

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

**52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

**52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

DOCUMENT	PGS	DATE	TITLE
EXHIBIT X	76	12 JAN 2004	EXHIBIT X - CONTRACT DATA REQUIREMENTS LIST (CDRL)
ATTACHMENT 1	82	07 JAN 2004	SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
ATTACHMENT 2	23	08 JAN 2004	SECTION M - EVALUATION FACTORS FOR AWARD



**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS**

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)  
52.225-02 BUY AMERICAN ACT CERTIFICATE (JUN 2003)

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS**

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A  
TERRORIST COUNTRY (MAR 1998)  
252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003)

**II. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated in full text:

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT**

**52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE  
CERTAIN FEDERAL TRANSACTIONS (DEVIATION) (APR 1991)**

(Applicable only to this instant procurement, not to 'any' contract, and only if proposal or resultant contract is in excess of \$100,000).

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**52.204-03 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:-----

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

[ ] Other-----

(f) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name-----

TIN-----

#### **52.204-05 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.) The offeror represents that it [ ] is, [ ] is not a women-owned business concern.

#### **52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **52.215-07 ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION (OCT 1997)**

The offeror has [check the appropriate block]:

[ ] (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated \_\_\_\_ [insert date of signature on submission] that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows [insert changes that affect only this proposal; if "none," so state]: \_\_\_\_.

[ ] (b) Enclosed its annual representations and certifications.

#### **52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 578731.

(2) The small business size standard is \_\_\_\_ (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]  
The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

#### **52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)**

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

\_\_\_(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification; and

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

\_\_\_(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) \_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

#### **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.-

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

\_\_\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

\_\_\_\_\_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

\_\_\_\_\_ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_\_\_ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

\_\_\_\_\_ (v) The facility is not located in the United States or its outlying areas.



#### **52.227-06 ROYALTY INFORMATION (APR 1984)**

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

#### **52.230-01 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### **I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_  
Name and Address of Cognizant ACO or Federal Official Where Filed:  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal  
Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

### III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

### **B. DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT**

#### **252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)**

(a) Definitions. As used in this provision--

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"--

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure  
(Name and Phone Number with Country Code, City Code  
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
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#### 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995)

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Commercial			Source of Supply Company	Actual	
	Stock Number	Item (Y or N)			Address	Part No. Mfg?
(1)	(2)	(3)	(4)	(4)	(5)	(6)

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list "none."

(3) Use "Y" if the item is a commercial item; otherwise use "N." If "Y" is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.

#### **252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
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\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not

accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date -----

Printed Name and Title -----

Signature -----

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

#### **252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

#### **C. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS IN FULL TEXT**

#### **5352.215-9007 USE OF NON-GOVERNMENT ADVISORS (AFMC) (NOV 1998)**

(a) Offerors are advised that technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors for review and analysis. The non-Government advisor support will be provided by:

Name of firm(s)

MITRE Company  
AMTI  
MacAulay Brown, Inc.  
Sverdrup

(b) Offerors shall complete paragraph (b)(2) or provide written objection to disclosure as indicated in paragraph (b)(1). If the offeror objects to disclosure of a portion of the proposal, the consent in (b)(2) should be provided for the remainder of the proposal.

(1) Any objection to disclosure:

(i) Shall be provided in writing to the contracting officer within 10 days of RFP issuance;  
and

(ii) Shall include a detailed statement of the basis for the objection. The detailed statement shall identify the specific portions of the proposal the offeror objects to disclosure to non-Government advisors. (2) I understand technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors. I consent to release of any (unless objection is provided in (b)(1) above) proprietary, confidential, or privileged commercial or financial data provided by the firm(s) named below in response to this solicitation, to non-Government advisors for review and analysis:

Firm:

Name (individual authorized to commit firm):

Title:

Date of Execution:

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS**

- 52.204-07 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)  
52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)  
Rated Order: 'N/A'  
52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001) -  
ALTERNATE I (OCT 1997) - ALTERNATE II (OCT 1997)  
52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)  
52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)  
52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN  
COST OR PRICING DATA (OCT 1997) - ALTERNATE III (OCT 1997)  
Alt III, Para (c) Submit the cost portion of the proposal via the following electronic media: 'MS  
Office 2000 Version of Excel'  
52.216-01 TYPE OF CONTRACT (APR 1984)  
Type of contract is 'Cost Plus Incentive Fee (CPIF)'  
52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS (OCT  
2000)  
52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)  
52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY  
1999)  
52.233-02 SERVICE OF PROTEST (AUG 1996)  
Para (a) Official or location is 'Mr. Robert Johnson, Contracting Officer, 2590 Loop Road West,  
Bldg. 558, Wright-Patterson AFB OH 45433-7017'  
52.237-01 SITE VISIT (APR 1984)

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS**

- 252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS,  
DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS  
(DEC 1991)  
Activity's complete address is 'Aeronautical Systems Center's Pre-Award Information Exchange  
System (PIXS) via the Internet at: <http://www.pixs.wpafb.af.mil>'  
252.211-7004 ALTERNATE PRESERVATION, PACKAGING, AND PACKING (DEC 1991)  
252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE  
GOVERNMENT (JUN 1995)  
252.234-7000 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM (MAR 1998)

**C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS**

- 5352.215-9000 FACILITY CLEARANCE (MAY 1996)

**D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS**

- 5352.227-9001 QUALIFICATION OF OFFEROR UNDER EXPORT - CONTROLLED RESTRICTED  
SOLICITATION (AFMC) (JUL 1997)  
5352.245-9005 ELIMINATION OF COMPETITIVE ADVANTAGE IN THE USE OF GOVERNMENT  
PROPERTY (AFMC) (JUL 1997)

**II. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated in full text:



**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT**

**52.211-01 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)**

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service, Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

**52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

**52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**B. OTHER SOLICITATION PROVISIONS IN FULL TEXT**

**L004 ALTERNATE PROPOSALS (MAY 1997)**

(a) In order to be considered responsive to the RFP, your basic proposal must comply precisely with the terms and conditions contained herein. You are authorized, pursuant to paragraph (d) of the Preparation of Offers (52.215-13) provision hereof, to submit separate alternate proposals provided rationale is included indicating why the acceptance of an alternate proposal would be more advantageous to the government.

(b) An alternate proposal may provide a second approach to the satisfaction of RFP requirements, with or without any exceptions to the requirements thereof. A complete proposal of the alternate approach must be provided except for those sections of the basic proposal which are not changed by the alternate approach. Any exceptions or waivers to the requirements included in the alternate approach must be justified or explained.

(c) An alternate proposal may also address the military specifications and standards which the Air Force considers appropriate in the fulfillment of the requirements of this acquisition. A complete proposal of the alternate approach must be provided except for those sections of the basic proposal which are not changed by the alternate approach. Any exceptions or waivers to the requirements included in the alternate approach must be justified or explained. In the interest of reducing costs, offerors are encouraged to carefully review each of the specifications and standards and submit alternate proposals which clearly set forth the recommended changes to the cited

specifications and standards, together with the rationale therefor and the contemplated reduction in price which would be applicable for each if the recommended changes are accepted.

(d) If there are fundamental changes in government requirements which result from an alternate proposal, the future actions will be handled in accordance with FAR 15.606, Changes in Government Requirements.

#### **L011 APPLICABLE CLAUSES (MAY 2002)**

The appropriate clauses to be included in the contract will be determined based on Offeror's response to the Section K representations.

(a) Patent Rights. If the Offeror is a small business firm or nonprofit organization, then FAR 52.227-11, PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM), DFARS 252.227-7034, PATENTS - SUBCONTRACTS, and DFARS 252.227-7039, PATENTS - REPORTING OF SUBJECT INVENTIONS will be used in Section I. Otherwise, FAR 52.227-12, PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM), will be included in Section I consistent with FAR Part 27.

(b) Cost Accounting Standards. Section I of this solicitation may contain the three Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, 52.230-5, and/or 52.230-6. The resultant contract will contain only those clauses required based on the Offeror's response to the Section K certification titled Cost Accounting Standards Notices and Certification (National Defense).

(c) State of New Mexico. Section I of this solicitation may contain the clause at FAR 52.229-10, STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX. The resultant contract will contain this clause only if performance is in whole or in part within the State of New Mexico and the contract directs or authorizes the contractor to acquire property as a direct cost under the contract.

(d) Educational institutions and nonprofit organizations. If a cost-reimbursement type contract is contemplated and the offeror is an educational institution, paragraph (a) of the clause at FAR 52.216-7, Allowable Cost and Payment shall be altered in the resultant contract to refer to FAR Subpart 31.3 for determining allowable costs. Similarly, if the offeror is a nonprofit organization (other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB Circular No. A-122), paragraph (a) of the clause at FAR 52.216-7 shall be altered to refer to FAR Subpart 31.7. In addition, if the offeror is an educational institution, DFARS 252.209-7005, MILITARY RECRUITING ON CAMPUS, will be added to Section I of the resultant contract.

(e) Subcontracting Plan. If the offeror has a comprehensive subcontracting plan under the test program described in 219.702(a), DFARS 252.219-7004, SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) and associated implementation in Section H will be used in lieu of FAR 52.219-9, FAR 52.219-10, FAR 52.219-16, DFARS 252.219-7003, and H081.

#### **L014 SOLICITATION EXCEPTIONS (FEB 1997)**

Should the Offeror not concur with the proposed contract schedule and provisions, or desires modification thereto, it should be so stated in the proposal transmittal letter with reasons therefor.

#### **L015 RFP TECHNICAL CLARIFICATIONS (FEB 1997)**

Offerors who determine that the technical requirements of this RFP require clarification(s) in order to permit submittal of a responsive proposal shall submit all questions in writing within 10 days of receipt of the RFP. These questions shall be directed to the Contract Negotiator identified on the cover page of the solicitation.

#### **L029 DETERMINATION OF COMPETITIVE RANGE (FEB 1997)**

a. Pursuant to FAR 15.306, the Contracting Officer's determination of competitive range of proposals submitted as a result of this solicitation will consider such criteria as technical evaluation/ranking of the proposal,

initial cost/ price proposed, and other items set forth in Section M of this solicitation. See the Section M paragraph entitled "Evaluation Criteria," for a definitive listing of these criteria and their relative importance.

b. Offerors are hereby advised that only those proposals determined to have a reasonable chance for award of a contract will be included in the competitive range. While every effort will be made to maintain strong competition, the Contracting Officer will also look to eliminate time consuming and unnecessary discussions with those offerors whose proposals have no reasonable chance for award. This procedure is considered beneficial to both the Air Force and the offerors involved since, in addition to saving further expenditure of resources, acquisition lead time should be reduced.

c. Accordingly, offerors should submit initial proposals on their most favorable terms, from both a technical and cost/price standpoint. Again, it should be noted that proposals will not be included in the competitive range solely on the basis of technical acceptability, nor will they be included due to cost/price considerations alone.

d. Offerors whose proposals are not included in the competitive range will be notified as soon as practicable. Additional information relative to such proposals will be provided through debriefing of unsuccessful offerors.

#### **L045 ACCESS TO AIR FORCE COMPUTER SYSTEMS (MAR 1999)**

If performance under this contract will require access to Air Force computer systems (stand alone or networked), compliance with Air Force Instruction (AFI) 33-119 and Air Force Systems Security Instruction (AFSSI) 5027 is mandatory. It should be noted that such access requires, at a minimum, a National Agency Check or Entrance National Agency Check in accordance with DoD 5200.2-R, Personal Security Program. Offerors should make themselves familiar with local procedures for processing such requirements, and be prepared to be in compliance on the first day of contract performance. Failure to comply with this requirement may be considered a failure to perform.

#### **L046 SUBMISSION OF COST OR PRICING DATA (FEB 2003)**

(a) It is anticipated that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit cost or pricing data. However, if after receipt of proposals it is determined that adequate price competition does not exist, cost or pricing data (see FAR 15.406-2, Certificate of Current Cost or Pricing Data) shall be required.

(b) If it is determined that adequate price competition does not exist, the offeror shall provide current, complete and accurate cost or pricing data within \_\_\_\_\_ (insert calendar days) after receipt of the Contracting Officer's request.

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS**

52.217-05 EVALUATION OF OPTIONS (JUL 1990)  
52.247-47 EVALUATION -- F.O.B. ORIGIN (JUN 2003)

**B. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS**

5352.215-9019 ADDITIONAL EVALUATION FACTOR FOR CONSIDERATION OF PAST PERFORMANCE  
RED-YELLOW-GREEN PROGRAM (OVER \$100K) (AFMC) (AUG 2002)

**II. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated in full text:

**OTHER SOLICITATION PROVISIONS IN FULL TEXT**

**M001 SOURCE SELECTION (FEB 1997) (TAILORED)**

**1.1 Basis for Selection**

The Government will select the best overall offer, based upon an integrated assessment of Mission Capability, Proposal Risk, Past Performance, and Cost/Price. This is a best value source selection conducted in accordance with Air Force Federal Acquisition Regulation Supplement (AFFARS) 5315.3 Source Selection of latest issue as amended. A contract may be awarded to the offeror(s) who is/are deemed responsible in accordance with the Federal Acquisition Regulation (FAR), as supplemented, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and is judged, based on the evaluation factors and sub-factors to represent the best value to the Government. The Government seeks to award to the offeror(s) who provides the Air Force the greatest confidence that it will best meet or exceed the SRD requirements, and does so affordably. This may result in an award to a higher rated, higher priced offeror, where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) reasonably determines that the mission capability and/or overall business approach is superior, that there is less program risk and/or superior past performance of the higher priced offeror which outweighs the cost difference. The Government may award to other than the lowest evaluated cost and/or cost and fee, or to other than the highest technically superior offeror. To arrive at a source selection decision, the SSA will integrate the source selection team's evaluations of the evaluation factors and sub-factors (described below). While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process.

**1.2 Number of Contracts to be awarded**

The Government intends to award up to two contracts for the NexGen MWS program. However, based on cost and other considerations, the Government reserves the right to award other than two contracts or no contract at all.

**1.3 Rejection of Unrealistic Offers**

The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low in cost when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

#### 1.4 Correction Potential of Proposals

The Government will consider, throughout the evaluation, the "correction potential" of any deficiency or proposal inadequacy. The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of an offeror's proposal, not meeting the Government's requirements, is considered uncorrectable, the offeror may be eliminated from the competitive range.

#### 1.5 Competitive Advantage from Use of GFP

The Government will eliminate any competitive advantage resulting from an offeror's proposed use of Government-furnished property (GFP).

### **M002 EVALUATION CRITERIA (FEB 1997) (TAILORED)**

#### 1.1 Evaluation Factors and Sub-factors and their Relative Order of Importance

Award will be made to the offeror proposing the combination most advantageous to the Government based upon an integrated assessment of the evaluation factors and sub-factors described below. The evaluation factors are not of equal importance. Within the Mission Capability factor, sub-factors 1 and 2 are of equal importance, and greater in importance than sub-factors 3, 4 and 5. Sub-factors 3, 4 and 5 are in descending order of importance. Mission Capability, Proposal Risk, and Past Performance will be rated with the same importance, with each of these three factors rated more important than cost/price. In accordance with FAR 15.304(e), the evaluation factors other than cost/price, when combined, are significantly more important than cost/price; however, cost/price will contribute substantially to the selection decision.

##### Factor 1: Mission Capability

- Sub-factor 1 - System Performance
- Sub-factor 2 - System/Subsystem Integration and Performance Verification
- Sub-factor 3 - System Support
- Sub-factor 4 - Production Readiness
- Sub-factor 5 - Participation of Small and Small Disadvantaged Businesses, Historically Black Colleges and Universities, and Minority Institutions

##### Factor 2: Proposal Risk

##### Factor 3: Past Performance

##### Factor 4: Cost/Price

#### 1.2 Factors and Sub-factor Rating Methodology

##### 1.2.1 Color Ratings

A color rating as defined in AFFARS 5315.305(a)(3)(A) Table 5315-3, will be assigned to each sub-factor under the Mission Capability factor based on the assessed strengths and proposal adequacies of the offeror's proposal as they relate to each of the Mission Capability sub-Factors stated in paragraph 1.1 and described in paragraph 1.3. The color rating depicts how well the offeror's proposal meets the Mission Capability sub-factor requirements in accordance with the stated evaluation criteria and solicitation requirements. In arriving at a best value decision, the Government reserves the right to give positive consideration for performance in excess of threshold requirements if they are of benefit to the Government. The proposed benefit will be contractually binding through incorporation in the offeror's Statement of Work and the System Specification. Sub-factor ratings will not be rolled up into an overall color rating for the Mission Capability factor.

### 1.2.2 Proposal Risk

The Proposal Risk factor will be evaluated as described in paragraph 1.4. A proposal risk rating as defined in AFFARS 5315.305(a)(3)(B) Table 5315-4 will be assigned to each sub-factor, except sub-factor 5, under the Mission Capability factor, and the Cost/Price factor. Proposal Risk represents the risks identified with an offeror's proposed approach as it relates to the evaluation criteria and solicitation requirements.

### 1.2.3 Past Performance

The Past Performance factor will be evaluated as described in paragraph 1.5. A color rating as defined in AFFARS 5315.305(a)(2) Table 5315-2 will be assigned for Relevancy and Performance Confidence. Past Performance will be evaluated at the Mission Capability sub-factor and the Cost/Price factor level and assigned as a single rating at the Past Performance factor level. Performance Confidence represents the Government's confidence in an offeror's ability to perform successfully as proposed and is based on an assessment of the offeror's present and past work record. The Mission Capability and Cost/Price factors' order of importance will be equal.

### 1.2.4 Cost/Price

The Cost/Price factor will be evaluated as described in paragraph 1.6. The offeror's cost/price proposal will be evaluated by the Most Probable Cost (MPC) computed by the Government for the basic requirements (basic award) and all options, including fee. Evaluation of options shall not obligate the Government to exercise such options. The offeror's proposed estimated costs shall not be controlling for source selection purposes. In addition to the MPC evaluation, other cost risk considerations as identified in paragraph 1.6.4 will be part of the best value evaluation within the Cost/Price factor. The offeror's cost/price proposal will be evaluated, using one or more of the techniques defined in FAR 15.404, to determine if it is realistic and reasonable.

### 1.2.5 Integrated Assessment

When the integrated assessment of all aspects of the evaluation is accomplished, the color ratings, proposal risk ratings, performance confidence assessment, and evaluated cost/price will be considered in the order of priority listed in paragraph 1.1 above. Any of these considerations can influence the SSA's decision.

## 1.3 Factor 1 - Mission Capability

A color rating as defined in AFFARS 5315.305(a)(3) Table 5315-3, will be assigned to each sub-factor under the Mission Capability factor based on the assessed strengths and proposal adequacies of the offeror's proposal as they relate to each of the Mission Capability sub-Factors stated in paragraph 1.1 and described in paragraphs 1.3.1 thru 1.3.5. For sub-factor 5, however, only the Green, Yellow, or Red color ratings will be assigned. No additional credit will be given for exceeding requirements. The color rating depicts how well the offeror's proposal meets the Mission Capability sub-factor requirements in accordance with the stated evaluation criteria and solicitation requirements.

Color	Rating	Definition
Blue	Exceptional	Exceeds specified minimum performance or capability requirements in a way beneficial to the Air Force.
Green	Acceptable	Meets specified minimum performance or capability requirements necessary for acceptable contract performance.
Yellow	Marginal	Does not clearly meet some specified minimum performance or capability requirements necessary for acceptable contract performance, but any proposal inadequacies are correctable.

Red	Unacceptable	Fails to meet specified minimum performance or capability requirements. Proposals with an unacceptable rating are not awardable.
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#### 1.3.1 Sub-factor 1 - System Performance

The NexGen MWS requirements are defined in the NexGen MWS System Requirements Document (SRD). The Government will evaluate the performance claims for the proposed NexGen MWS with respect to the SRD. All performance requirements will be evaluated. In order to be considered responsive offerors must meet all Key Performance Parameters (KPP) identified in the SRD (SRD paragraph 3.3.1); performance within specified operational environment (SRD paragraph 3.3.5); and aircraft suitability (SRD paragraph 3.3.6).

The Government reserves the right to give positive consideration to those systems exceeding threshold requirements and negative consideration to those systems not meeting threshold requirements. However, performance claims that exceed the threshold will be given positive consideration if and only if they are included in the proposed System Specification and the SOW. Performance claims should be stated within the context of an operational environment and supported by data and/or analysis.

This sub-factor has been met when the contractor has provided:

- (a) a sound, complete and realistic NexGen MWS system specification; contained within the system specification, the allocation of the NexGen MWS system reliability;
- (b) credible test documentation that supports the proposed system meets the performance requirements of the SRD (in order of precedence: government sponsored test results of the system proposed, contractor sponsored test results of the system proposed, government sponsored testing of relevant similar systems, contractor sponsored testing of a relevant similar system and modeling results/supporting documentation are examples of documentation that will aid in the evaluation of this sub-factor);
- (c) a sound, complete and reasonable approach for accomplishment of the SOW and performance verification of the NexGen MWS with respect to the proposed system specification;
- (d) sound, complete and realistic documentation of how performance verification will be aided by simulation-based acquisition principles.

#### 1.3.2 Sub-factor 2 - System/Subsystem Integration and Performance Verification

The Government will evaluate the offeror's approach for integration of their NexGen MWS with the AN/AAQ-24(V) system, qualification at the sub-system and system level, and installed performance verification of the NexGen MWS against the system specification requirements through analysis, similarity (use of existing test results), demonstration, and testing. The Government will evaluate the offeror's approach to developing the NexGen MWS interface requirements for integration with both the AN/AAQ-24(V) and the host aircraft. The Government will evaluate the offeror's approach to support the aircraft integration contractors and verify NexGen MWS functionality. The Government will evaluate the offeror's approach to conducting a complete and reasonable test and evaluation program; specifically the offerors approach for utilization of the Digital System Model throughout the SDD program. Each offeror should propose use of the DSM in the IMP and IMS to support major milestones and aid in the system development. The Government will evaluate the offeror's approach to management of the NexGen MWS program as identified in the program IMP and IMS. The Government will evaluate the offeror's approach for configuration and data management for the NexGen MWS program including, but not limited to, configuration identification, change control, status accounting, and tailored audits to review the final production baseline. The Government will evaluate the offeror's approach to demonstrate that all the requirements have been verified and met. The Government will evaluate the offeror's approach to metrics (indicators they are currently using (successfully) to manage programs), which are planned to be used on the NexGen MWS program to adequately, portray and effectively demonstrate how the offeror will manage as well as track program requirements, progress, risk, and overall status of the NexGen MWS program.

The LAIRCM ORD recognizes that live fire events will be limited in number and not statistically significant for overall effectiveness evaluation. The system effectiveness will be calculated by combining live fire events and Hardware In The Loop (HITL) results with credible digital simulations. Modeling and simulation (M&S) will be used during the NexGen MWS acquisition process to define the limits of system performance, to allocate requirements and functions, to plan tests, to extrapolate test results, and to provide a rigorous evaluation methodology. The linchpin of NexGen MWS M&S efforts will be the Digital System Model (DSM) and should be one of the first contract deliverables acquired by the program office during SDD. The DSM is a digital characterization of the Group B being acquired and should be developed by the Group B contractor. The contractor should also provide installation and user documentation along with test cases so an independent agency can run and verify the models maturity, accuracy and provide "what if" answers. The level of detail should be such that the DSM can be used to show the effects of changes in assumptions and design choices, characterize the expected performance of the system under development, and serve as a test asset for pretest planning and post-test analysis. The DSM and associated documentation should be maintained and updated by the Group B contractor throughout SDD. The evolution of the DSM should mirror that of the Group B and should be current with the system under development at critical decision points such as design reviews and entrance/exit to program test phases. The Government will evaluate the offeror's plan to ensure that the DSM is of sufficient detail to accurately characterize the impact on performance of design changes to both the sensor and algorithms prior to implementation. The Government will evaluate the offeror's support plan to ensure that the offeror's version of the DSM characterizes the current state of the MWS hardware and software.

This sub-factor has been met when the offeror has provided:

- (a) a sound, complete and realistic description of their approach to integration, qualification, and performance verification of the NexGen MWS through analysis and testing;
- (b) a sound, complete and reasonable test plan; test limitations with mitigation planning;
- (c) a sound and complete plan for test reporting and metrics;
- (d) credible documentation of previous testing and modeling;
- (e) a cross reference to the system specification for verification and validation;
- (f) a comprehensive program IMP and IMS;
- (g) a sound, complete and reasonable plan for the design, development, verification and validation (V&V), delivery, and support of a NexGen MWS DSM.

### 1.3.3 Sub-factor 3 - System Support

The Government will evaluate the offeror's approach to develop the NexGen MWS sustainment infrastructure. The Government will also evaluate the offeror's approach/plan to communicate and exchange logistics data with the aircraft integration contractors in support of their associated system support activities.

This sub-factor has been met when the offeror provides:

(a) A sound, complete and reasonable approach/plan to provide source data on both Group A and B (Group A are those items normally permanently installed on the aircraft; i.e., wiring, clamps, vibration isolators, mounting fixtures, etc. Group B items are items that are routinely removed by maintenance personnel and repaired) to update the existing aircraft integration contractor's logistics data. Specifically, the approach/plan will address Organizational Level Technical Orders, Support Equipment Requirements Documentation, Provisioning data, Packaging Handling Shipping & Transportation, Software support and Maintenance Planning. The associated activities and approaches/ plans are reflected in the proposed program IMP and IMS.

(b) A sound, complete and reasonable approach/plan for sustainment of NexGen MWS Group B during SDD and for future production, delivery and operations. The approach/plan should include and/or discuss:

1. Maintenance planning including tasks to support maintenance, initial fielding and operations. Planning addresses maintenance actions, intervals, and locations together with the personnel numbers and skills, technical data, tools, equipment, facilities, spares, and repair parts for each significant item of a system or equipment. It encompass the following:



- (a) System/End Item R&M - general information pertaining to the system/item selected and the maintenance support concept.
- (b) Reliability and Maintainability - analysis of the Reliability Availability and Maintainability (RAM) characteristics of the system/item.
- (c) Corrective and Preventive Maintenance - analysis of the preventative and corrective maintenance actions required (FRACAS/FMECA).
- (d) Resource Requirements - an analysis of required support equipment and associated technical data (Graphics/Illustrations) by item category.
- (e) Facility Requirements
- (f) Requirements for Special Training Device
- (g) Support Equipment requirements by Skill Specialty Code and Maintenance Level
- (h) Provisioning Requirements
- (i) Supportability and Supportability Related Design Factors
- (j) Task Analysis (WBS/Top-down breakdown)
- (k) Software and Software support requirements

2. Use of contractor support including any need for field service support, interim contractor support, repair and return support, supply support or long term contractor logistics support.

3. Identification of contractor data required by the Government for maintenance planning and activation planning.

#### 1.3.4 Sub-factor 4 - Production Readiness

The Government will review the offeror's approach to transition from the SDD program into production. An affordable production program is key. The government will evaluate the production unit costs and the unit cost model used. Also evaluated will be the offerors plan for aiding the government in diminishing manufacturing resource planning, and sustainment support. The government will evaluate the level and number of detailed drawings proposed to support the transition into production and other data that is required.

This factor has been met when the offeror provides:

(a) a sound, complete and reasonable approach/plan for efficient transition of the program into production. The offeror clearly addresses the approach to establishing production capabilities, capital investment requirements, make/buy decisions with supporting contracting plans, addressing and resolving diminishing manufacturing resources.

(b) a sound, reasonable and complete approach for preparing the necessary technical data (drawings, shop procedures and flow, parts ordering systems, test systems, etc.) to support production operations.

(c) a sound, complete and reasonable approach/plan to support integration contractors (aircraft and AN/AAQ-24(V) LAIRCM system). and the cost/price information for production quantities as detailed in paragraph 1.6.

#### 1.3.5 Sub-factor 5 - Participation of Small and Small Disadvantaged Businesses, Historically Black Colleges and Universities, and Minority Institutions

##### 1.3.5.1 Small Disadvantaged Business Participation Program -Targets (Oct 2000)

This solicitation contains a source selection factor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor is not available to a SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

In order to receive credit under the source selection factor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry

Classification System (NAICS) Industry Sub-sectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

#### 1.3.5.2 Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999)

Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners and teaming arrangement members through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

This Sub-factor is met when the offeror's proposed subcontracting plan:

- (a) Includes the elements required by FAR 19.704 and DFARS 19.704-2.
- (b) Describes a realistic plan for maximizing the participation of small business, small disadvantaged business, women-owned business, Historically Underutilized Business Zone (HUBZone) small business service disabled veteran owned small business and HBCU/MI.
- (c) Achieves the DoD goal of 5% for small disadvantaged business and women owned business as well as a goal of 3% to HUBZone small business, 3% service disabled veteran owned small business and to the maximum extent possible achieves the DoD goal of 40% for total small business participation.
- (d) Includes the targets for small disadvantaged business participation required by FAR 19.1202-4 and identification of the small disadvantaged business concerns planned for use, the extent of commitment to those SDB concerns and the complexity and variety of the work planned for those small disadvantaged business concerns.
- (e) Describes the extent to which competition restricted to HBCU/MIs is planned.

#### 1.4 Factor 2 - Proposal Risk

The Government will evaluate risks and weaknesses associated with the offeror's proposed approach. The Government will review the offeror's assessment of the program risk and risk management plan to determine if the offeror has a complete understanding of the program and a proper management approach for mitigation of the risks.

The Government risk assessment will cover; the Mission Capability sub-factors including production readiness and sustainment activities and the Cost/Price factor. Risk will be assessed to determine the potential likelihood and consequence of performance shortfalls, schedule slips, increased cost, the need for increased Government oversight, as well as the likelihood of unsuccessful contract performance.

Each Mission Capability sub-factor, except sub-factor 5 will receive a low, moderate, or high proposal risk rating as defined in AFFARS 5315.305(a)(3)(B) Table 5315-4:

Rating	Definition
High	Likely to cause significant disruption of schedule, increased cost or degradation of performance. Risk may be unacceptable even with special contractor emphasis and close Government monitoring.
Moderate	Can potentially cause some disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will probably be able to overcome difficulties.
Low	Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will probably be able to overcome difficulties.

The order of importance is: the Mission Capability sub-factors 1 and 2 are of equal importance, and greater in importance than sub-factors 3 and 4, sub-factor 3 is more important than sub-factor 4. The Cost/Price factor is equal to Mission Capability.

This factor has been met when the offeror provides:

- (a) A summary of their risk management process.
- (b) Credible, recent testing results to substantiate performance and maturity. The evaluation will consider most recent and relevant government sponsored testing of the same system, contractor sponsored testing of the same system, government sponsored testing of similar equipment, contractor testing of similar equipment, modeling and simulation documentation and reports to assess the risk of the offeror meeting the system specification and SRD.
- (c) Thorough documentation of Cost/Price information as called out in paragraph 1.6. The evaluation will consider any risks associated with the offerors Realism and Reasonableness. Past and current performance of other relevant programs' cost and price reporting accuracy and the offerors ability to manage to cost will be reviewed.
- (d) The offeror identifies and provides a listing of all risks to the program and mitigation plans for those risks identified. Risks should include the potential for disruption of schedule, increased cost, degradation of performance, and the need for increased Government oversight as well as the likelihood of unsuccessful contract performance. For any risk identified, the evaluation will consider the offeror's proposal for mitigating those risks and why that risk is or is not manageable.

Note that if a combination of significant weaknesses leads to unacceptably high proposal risk, this is a deficiency in the proposal (FAR 15.001 Definitions).

The Government will also evaluate the offeror's proposed Integrated Master Plan (IMP), Integrated Master Schedule (IMS), and supporting narratives. The Government will evaluate the offeror's plan to implement and employ the IMP/IMS with respect to program planning, control, and execution activities for the major program events necessary to accomplish the NexGen MWS program. The Government will evaluate the NexGen MWS program IMP and supporting narratives for realism, reasonableness, and compliance with the RFP instructions. The Government will also evaluate the proposed IMS as detailed below.

Schedule Assessment - A multi-functional schedule risk assessment (SRA) will be conducted to analyze the program schedule and ensure realism of the schedule by evaluating the impact of technical, programmatic and schedule risk of the offeror's proposed approach. Risk will be assessed at the following 11 key events in the IMS:

- (a) Preliminary Design Review complete
- (b) Critical Design Review complete
- (c) DSM verification complete
- (d) Qualification testing complete
- (e) Performance verification in the SIL complete
- (f) LAIRCM integration complete
- (g) System integration on-aircraft complete
- (h) FCA/PCA complete
- (i) Live Fire testing complete
- (j) Flight testing (including clutter testing) complete
- (k) Production Readiness Review complete

The offeror's IMS will be the foundation for determining the probability of meeting the proposed schedule dates for listed evaluation milestones. Assessment criteria to be used in evaluating offeror's schedule submission include:

- (a) Reasonableness - The proposed logic of the schedule is acceptable
- (b) Realism - The schedule is reasonable and the proposed scope of work and the time allocated to the work is compatible

The SRA will be based on the government's estimate of a most probable schedule. Schedule durations in the offeror's IMS will be assessed based on input from the multifunctional evaluation team. The SRA will consider all aspects of the offeror's proposal. The government team will estimate the minimum, most likely, and maximum duration for any IMS activities/tasks that are on or close to the critical path or deemed by the government to have significant technical risk. Network logic will be evaluated during the SRA process. The Risk Plus simulation tool will be used to determine the 90% cumulative probability completion date for each key milestone. The 90% cumulative probability schedule, based upon triangular distribution curves, will be the government's most probable schedule. The most probable schedule may be used to quantify impacts of schedule risk.

### 1.5 Factor 3 - Past Performance

#### 1.5.1 Performance Confidence Assessment

Under the Past Performance factor, the Performance Confidence Assessment represents the evaluation of an offeror's present and past work record to assess the Government's confidence in the offeror's probability of successfully performing as proposed. Performance Confidence will be evaluated at the Mission Capability sub-factor, Proposal Risk factor and Cost/Price factor level and assigned as a single rating at the Past Performance factor level. The Government will evaluate the offeror's demonstrated record of contract compliance in supplying products and services that meet user's needs, including cost and schedule.

Each offeror will receive one of the following confidence ratings described in AFFARS 5315.305(a)(2) Table 5315-2 for the Past Performance factor:

Rating	Definition
Exceptional/High Confidence	Based on the offeror's performance record, essentially no doubt exists that the offeror will successfully perform the required effort.
Very Good/Significant Confidence	Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.
Satisfactory/Confidence	Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort.
Marginal/Little Confidence	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements.
Unsatisfactory/No Confidence	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

#### 1.5.2 Relevance

The Past Performance evaluation is accomplished by reviewing aspects of an offeror's relevant present and recent past performance, focusing on and targeting performance which is relevant to the Mission Capability sub-factors, Proposal Risk and Cost/Price factors. The offeror should indicate those current or recently completed contracts that they consider relevant and indicate why they feel they are. The offeror should indicate if the division proposed to perform this effort or another division within the company performed the work. Relevancy of present and recent Past Performance will be based upon the following:

- (a) Efforts involving the same hardware or similar technology.
- (b) Similar effort performed by the same division.
- (c) Factors found during interviews, surveys, and performance report reviews.
- (d) Contracts with equivalent dollar values, contract type, and complexity.
- (e) Work performed using the same or similar manufacturing processes.
- (f) System integration on the same or similar aircraft.
- (g) Work performed at the same facilities where NexGen MWS work will be performed.

This information may include data on efforts performed by other divisions, critical subcontractors, or teaming contractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort. The Government may consider as relevant efforts performed for agencies of the federal, state, or local governments and commercial customers. Each cited contract/workload will be assigned an assessment reflecting its degree of relevance to the NexGen MWS work according to the following definitions:

**HIGHLY RELEVANT** - The contract was for the same system or essentially

the same system as proposed, the magnitude of effort and complexities on this contract are essentially what the solicitation requires.

**RELEVANT** - Some dissimilarity in magnitude of effort and/or complexities exist on this contract, but it contains most of what the solicitation requires.

**SOMEWHAT RELEVANT** - Much less or dissimilar magnitude of effort and/or complexities exist on this contract, but it contains some of what the solicitation requires.

**NOT RELEVANT** - Performance on this contract contains relatively no similarities to the performance required by the solicitation.

### 1.5.3 Neutral/Unknown Confidence

Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a "Neutral/Unknown Confidence" rating for the Past Performance factor.

### 1.5.4 Past Performance Problems

Where relevant performance records indicate performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

### 1.5.5 Other Factors

In addition to evaluating the extent to which the offeror's performance meets mission requirements, the assessment will consider things such as the offeror's history of forecasting and controlling costs, adhering to schedules (including the administrative aspects of performance), reasonable and cooperative behavior and commitment to customer satisfaction, and generally, the contractor's business-like concern for the interest of the customer. Pursuant to DFARS 215.305(a)(2), the assessment will consider the extent to which the offeror's evaluated past performance demonstrates compliance with FAR 52.219-8, Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns and/or FAR 52.219-9, Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan.

### 1.5.6 Methods

Past performance information will be obtained through the Contractor Performance Assessment Reporting Systems (CPARS), similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources.

Offerors are to note that, in conducting this assessment, the Government reserves the right to use both data provided by the offeror and data obtained from other sources. The Government may consider the offeror's past performance in the aggregate rather than on a contract-by-contract basis. The Government may also give consideration to previous joint ventures or teaming arrangements in which the proposed partners participated, either with each other or with other entities, in performing work similar to that which they are proposing to perform for the current effort.

More recent and relevant performance by the same division/organization will have a greater impact on the Performance Confidence Assessment than less recent or relevant effort. A strong record of relevant past performance may be considered more advantageous to the Government than a "Neutral/Unknown Confidence" rating. Likewise, a more relevant past performance record may receive a higher confidence rating and be considered more favorably than a less relevant record of favorable performance.

## 1.6 Factor 4 - Cost/Price Factor

### 1.6.1 Criteria

The Government will evaluate the offeror's Cost Proposal against the following criteria:

(a) Realism: Costs in an offeror's proposal are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the unique method of performance and materials described in the offeror's technical proposal.

(b) Reasonableness: For a price to be reasonable, it must represent a price to the Government that a prudent person would pay when consideration is given to prices in the market.

### 1.6.2 Techniques

The offeror's Cost/Price proposal will be evaluated, using one or more of the techniques defined in FAR 15.404, to determine if it is realistic and reasonable.

### 1.6.3 Most Probable Cost

A Most Probable Cost (MPC) will be calculated by the Government and includes the basic requirements (basic award) and all options. Proposed minimum, target and maximum fees will be included in the MPC. Management reductions will not be included in the MPC. MPC will be calculated as the sum of the following elements and briefed to the Source Selection Authority (SSA):

- (a) Government estimated cost of System Development and Demonstration including:
1. Contractor proposed cost of system development and demonstration.
  2. Other Government Costs (OGC). This cost includes Government test and associate contractor agreements for Northrop Grumman support for the Next Generation MWS LAIRCM interface and Group A integration/interface into the C-17 and C-130 aircraft platforms.
  3. Offeror's proposed incentive fee arrangement. This will include target cost, target fee, minimum fee, maximum fee and proposed share ratios. The Government estimated arrangement based on an MPC of \$32 million is included as an example in Section L, Instructions to Offerors. Offerors should propose the arrangement that best addresses their program requirements and offers the best value to the Government to achieve the proposed solution. The offeror's MPC will be calculated using the offeror's proposed incentive arrangement. Specifically, the offeror's initial MPC will be calculated as described herein and in Section L. If the initial MPC calculation suggests an underrun compared to the offeror's proposed program cost, the offeror's proposed underrun share ratio will be applied to determine final MPC. The same procedure will apply to an evaluated overrun. Additionally, offeror proposed minimum, target and maximum fees will be used in the final MPC calculation.
  4. Government Furnished Property/ Equipment/ Information/ Facilities/ Materiel (GFP). The Cost/Price team will analyze and price the total impact for proposed use of GFP. For offeror identified Government furnished properties or facilities, the Government will add the estimated cost/price of the properties/facilities in determining MPC. The price impact will be based on GFP acquisition value and/or rental fees.
  5. Risk. As part of an integrated assessment, the technical, schedule, and cost risk of the offeror's proposal will be quantified where applicable and briefed to the SSA.

### 1.6.4 Other Cost Risk Consideration

The Government will consider the proposed average unit production cost and system support cost. Insight into production and system support costs is to reduce the risk of awarding a development effort that results in a production unit that cannot be economically produced or supported. This information will be a subjective consideration in the Government's Best Value determination and included in the integrated assessment briefed to the SSA.

(a) Estimated Cost of Production - The Cost/Price team will analyze proposed average unit production costs in Then Year dollars by fiscal year (FY) for each component of the NGMWS (i.e. sensor and other required equipment ship-sets such as card, repeater, processor, etc.). These costs should include, but shown as separate costs, both contractor provided equipment and government furnished equipment. Also required, is an estimate of the maximum production quantity by FY that can be produced based on production limitations. Notional production quantities are shown in the table below.

The Government will evaluate the average unit production costs by using one or more of the following methods: 1) parametric estimate based upon parametric input sheets, 2) extension of MPC unit costs, 3) comparison to analogous estimates.

Number of Aircraft for NGMWS Production Buys

	FY07	FY08	FY09	FY10	TOTAL
C-17	23	13	34		70
KC-135	11	4	6		21
KC-10			8	3	11
AC/MC-130	15	12	11		38
TOTAL	49	29	59	3	140

Note: Number of sensors assumed per shipset for C-17, KC-135, and KC-10 is six (6). Number of sensors assumed per shipset for AC/MC-130 is five (5).

(b) Support Costs - Based on the NexGen MWS system reliability proposed in the offeror's system specification, and the production quantities shown above, the offeror shall identify the spares required to sustain operations. In addition, the offeror shall provide a ROM cost per repair and a ROM cost for all repairs for ten (10) years of sustainment of the NexGen MWS (FY08-FY17). For purposes of this estimate, assume NexGen MWS shipsets procured in one year are fully operational starting the beginning of the following year. Also, identify and provide ROM costs for each item of other required equipment needed to integrate the MWS with the AN/AAQ 24(V) system.

(1) System Support: The Government will evaluate the offeror's approach to develop and implement the system support and sustainment infrastructure for the organizational and depot (either contractor or Government organic) levels of maintenance for the AN/AAQ-24(V) LAIRCM and DIRCM NexGen MWS, as well as the approach for Interim Contractor Support. The offeror shall identify the level of ICS required to support the LAIRCM and DIRCM NexGen MWS systems and the level of ICS proposed within the funding constraints for each fiscal year. The offeror shall address the following logistics plans/elements: Maintenance Planning, Training, Technical Data, Technical Manuals, Support Equipment, Integrated Logistics Support Plan (ILSP), Logistics Management Information (LMI), Supply Support, Spares, Repairs, Provisioning, Packaging, Handling, Shipping, and Transportation (PHS&T), Software Support, Manpower Requirements, and Facilities Requirements. The offeror shall present an outline of all activities, processes, and events, with exit criteria in the Integrated Master Plan (IMP) Integrated Master Schedule (IMS).

(2) Support Equipment: The offeror shall present their calculations under the assumption that there is one set of support equipment required for each two LAIRCM/DIRCM systems fielded for the same aircraft type. As a minimum, there will be at least two sets of support equipment for each specific aircraft type; i.e. C-17 and C130. The offeror shall propose the peculiar support equipment required (quantities and associated costs) and shall identify any common or standard Government support equipment items required to maintain the system.

(3) Spares & Repairs:



a. Spares Determination Formula: The offeror shall use the following formula for determining total spare requirements:

$$\text{Demand Rate} = \frac{\# \text{Aircraft} * \text{HPM} * \text{TAT} * \# \text{LRU/Aircraft}}{\text{LRU MTBF}}$$

Where:

- #Aircraft is the number of aircraft currently operational (assume aircraft shipsets procured in one year are fully operational beginning the following year)
- HPM is the Operating hours per month for the NexGen MWS system on that Aircraft (assume 120 hours per month for all aircraft)
- TAT is the turn around time (expressed in terms of a 30 day month i.e. 45 days = 1.5) for repair of the LRU (inclusive of shipping)
- #LRU/Aircraft is the number of a specific LRU on the aircraft
- LRU MTBF is the reliability proposed in the system specification for the LRU in question

The offeror shall calculate spares requirements to a 95% assurance level of spare availability. The following table shall be used to determine spare requirements based off the calculated demand rate. Spare provisioning shall be accomplished separately for each aircraft type. Assume no condemnation of assets during repair and return processes.

Demand Rate	95% Assurance Spares Req'd	Demand Rate	95% Assurance Spares Req'd
< 0.06	0	14.09 - 14.91	21
0.06 - 0.35	1	14.92 - 15.73	22
0.36 - 0.82	2	15.74 - 16.56	23
0.83 - 1.37	3	16.57 - 17.40	24
1.38 - 1.97	4	17.41 - 18.23	25
1.98 - 2.61	5	18.24 - 19.07	26
2.62 - 3.29	6	19.08 - 19.92	27
3.30 - 3.98	7	19.93 - 20.76	28
3.99 - 4.70	8	20.77 - 21.61	29
4.71 - 5.43	9	21.62 - 22.46	30
5.44 - 6.17	10	22.47 - 23.31	31
6.18 - 6.93	11	23.32 - 24.17	32
6.94 - 7.70	12	24.18 - 25.03	33
7.71 - 8.47	13	25.04 - 25.89	34
8.48 - 9.25	14	25.90 - 26.75	35
9.26 - 10.05	15	26.76 - 27.61	36
10.06 - 10.84	16	27.62 - 28.48	37
10.85 - 11.64	17	28.49 - 29.35	38
11.65 - 12.45	18	29.36 - 30.22	39
12.46 - 13.27	19	30.23 - 31.09	40
13.28 - 14.08	20	31.10 - 31.96	41

b. Repairs Determination Formula:

The number of repairs per fiscal year will be estimated according to the following formula (each different LRU must be calculated separately; i.e., sensor, processor):

$$\# \text{LRU Repairs} = \frac{\# \text{Aircraft} * \text{HPM} * 12 * \# \text{LRU/Aircraft}}{(\text{LRU MTBF})}$$

Where:

- # LRU Repairs - Number of repairs required to support the NexGen MWS components (sensor as well as processor) for a 12 month period
- # Aircraft - the total number of aircraft operational that year. For the first year of operations this is equal to the prior year aircraft systems procured. In the second year of operations this is equal to the two prior years of aircraft systems procured, and so on.
- HPM - operating hours per month for the NexGen MWS system (each aircraft is assumed to operate 120 hours per month)
- 12 - months per year
- # LRU's/Aircraft - dependent upon aircraft; 6 sensors assumed for all aircraft except C-130, 5 sensors assumed for C-130. For processors this may be 1 for each aircraft.
- LRU MTBF - the reliability proposed in the system specification for the LRU in question

The result of this (total number of repairs) is rounded up to the next whole number and then multiplied by the estimated cost per repair.

#### 1.6.5 Unrealistically Low or High Offers

If the Government evaluates an offer as unrealistically low or high compared to the anticipated costs of performance and the offeror fails to explain these underestimated or overestimated costs, the Government will consider, under the applicable Proposal Risk sub-factor, the offeror's lack of understanding of the technical requirements of the corresponding Mission Capability sub-factor.

#### 1.6.6 Materially Unbalanced Offers

In addition, offerors are cautioned against submitting a materially unbalanced offer. Offers that are determined to be materially unbalanced may be rejected. The Government will analyze offers to determine whether they are unbalanced with respect to prices or separately priced line items. An offer is mathematically unbalanced if it is based on prices which are significantly less than the cost for some contract line items and significantly overstated in relation to cost for others. An offer is materially unbalanced if it is mathematically unbalanced, and if:

- (a) There is a reasonable doubt that the offer would result in the lowest overall cost to the Government, even though it is the lowest evaluated offer, or
- (b) The offer is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment.

#### 1.7 Discussions

If, during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, offeror responses to Evaluation Notices (ENs) and the Final Proposal Revision (FPR) will be considered in making the source selection decision.

#### 1.8 Pre-Award Survey

The Government may conduct a pre-award survey (PAS) as part of this source selection. Results of the PAS (if conducted) will be evaluated to determine each offeror's capability to meet the requirements of the solicitation.

#### 1.9 Plant Visits

The Source Selection Evaluation Team may conduct plant visits during the evaluation phase to gather information for judging the offeror's potential for correcting deficiencies, quality of development or manufacturing practices/processes, or other areas useful in evaluating the offer. If conducted, the results will be assessed under the applicable factors/sub-factors and will be used to validate and confirm the offeror's written proposal and/or oral presentation.

### **M003 SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS (JAN 2004)**

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors or sub-factors to be eligible for award. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award. Any exceptions to the solicitation's terms and conditions must be fully explained and justified.